City of Riverside, at its meeting held on the 7th day of July, 1931, by the following vote:

Ayes: Councilmen Redman, Backstrand, Taylor, Bindsley, Pearse,

Wells and Lohrli.

Noes: None.

Absent: None.

I hereby approve the foregoing resolution this 7th day of July,

1931.

Pro Tem

Mayor/of the City of Riverside.

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Order No. 111313-JWS

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RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE ACCEPTING A DEED.

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RESOLVED, by the Council of the City of Riverside, California, that deed, dated the 2nd day of June, 1931, executed by C. W. RAUB and ROSETTA D. RAUB, husband and wife, and E. O. RAUB, an unmarried man, to the CITY OF RIVERSIDE, a municipal corporation, of the County of Riverside, State of California, for the following described premises situated in the County of San Bernardino, State of California, and more particularly described as follows, to-wit:

All that portion of Lots 9 and 10, Block 72, of the Ninety Acre Survey of the Rancho San Bernardino, as per plat recorded in Book 7 of Maps, page 2, records of San Bernardino County, California, described as follows:

Beginning at the Northwest corner of Lot 9, Block 72; thence East along the North line of Lots 9 and 10, 30 chains; thence South 20 chains; thence West 10 chains; thence | North 10 chains; thence West 20 chains to the West line of said Lot 9; thence North 10 chains to the point of beginning.

Excepting from the above described parcel of land that portion thereof described as follows:

Beginning at the Northwest corner of said Lot 9, Block 72; thence East along the North line of said Lot 9, 295.14 feet; thence South parallel with the West line of said Lot 9, 295.14 feet; thence West 295.14 feet to the West line of said Lot 9; thence North 295.14 feet to the point of beginning.

Reserving all water on or under the above excepted portion necessary for irrigation and domestic purposes. No water shall be sold or exported from said excepted portion.

Also excepting any portion lying within the boundaries of the right of way of the Atchison, Topeka & Santa Fe Railroad Company,

be, and the same is hereby, accepted; and

BE IT FURTHER RESOLVED, that a copy of this resolution be attached to said deed and that the same be recorded in the office of the County Recorder of San Bernardino County, California, and thereafter filed in the office of the City Engineer of said City of Riverside.

I, G. Albert Mills, the duly elected, qualified and acting City Clerk of the City of Riverside, California, hereby certify that the foregoing reso lution was duly and regularly introduced and adopted by the Council of the said -

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City of Riverside, at its meeting held on the 7th day of July, 1931, by the following vote:

Ayes: Councilmen Redman, Backstrand, Taylor, Bindsley, Pearse,

Wells and Lohrli.

Noes: None.

Absent: None.

I hereby approve the foregoing resolution this 7th day of July,

1931.

Pro Tem

Mayor/of the City of Riverside.

resolution, o

TO WELKED ...

"if of Riverside, stention G. Albert Mills, caty Clerk, gverside, California.

from

C. W. RAUB AND ROSETIA D. RAUB, Husband and wife, and

E. O. RAUB, an unmarried man,

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CITY OF RIVERSIDE

Provided at Request of SECTION THE RIS. & CHARANTEE CO. JUL 11 1931

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Security Title Insurance and Guarantee Gompany bas Angeles Office 530 Allest Sixth Street GENERAL OFFICERS 480 Court Street

San Bernardino, California

**Amount** \$13,300.00

Number 111313 83/45

. Policy of Title Insurance

## Security Title Insurance and Guarantee Company

herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance,

Does Hereby Insure

CITY OF RIVERSIDE

together with any other person or corporation included in the term the Insured as defined in this Policy, against loss or damage not exceeding -----dollars, which any Insured shall sustain by reason of title to the land described in Schedule A being vested at the date hereof otherwise than as therein stated, or by reason of unmarketability of the title of any vestee to or in said land on account of defects, liens, encumbrances and other matters not shown in Schedule B, or by reason of any defect in, or lien or encumbrance on said title, at the date hereof, other than defects, liens, encumbrances and other matters shown in Schedule B or by reason of any defect in the execution of any mortgage or deed of trust securing an indebtedness the owner of which is insured by this Policy or by reason of priority thereto of any lien or encumbrance at the date hereof except as shown in Schedule B, all subject, however, to the exceptions and conditions hereto annexed, which exceptions and conditions together with Schedules A and B are hereby made a part of this Policy.

IN WITNESS WHEREOF. SECURITY TITLE INSURANCE AND GUARANTEE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 11th day of July, 1931, at 9:00 A | II.

SECURITY TITLE INSURANCE AND GUARANTEE COMPANY,

pages which a/e numbered at the end of each page.

S.C.B.T.U.No.I.

#### SCHEDULE A

1. The title to said land is at the date hereof vested in

CITY OF RIVERSIDE a municipal corporation

2. The land referred to in this Policy is described as follows:

All that portion of Lots 9 and 10, in Block 72, of the NINETY ACRE SURVEY OF THE RANCHO SAN BERNARDINO, in the County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 2, records of said County, described as follows:

BEGINNING at the Northwest corner of Lot 9,
Block 72, thence East along the North line of
Lots 9 and 10, 30 chains; thence South 20 chains;
thence West 10 chains; thence North 10 chains;
thence West 20 chains to the West line of said
Lot 9; thence North 10 chains to the point of beginning.

EXCEPT that portion described as follows:

BEGINFING at the Northwest corner of said Lot 9, Block 72; thence East along the North line of said Lot 9, 295.14 feet; thence South parallel with the West line of said Lot 9, 295.14 feet; thence West 295.14 feet to the West line of said Lot 9; thence North 295.14 feet to the point of beginning.

RESERVING all water on or under the above excepted portion necessary for irrigation and domestic purposes. No water shall be sold or exported

Page 2 of Policy 111313

from said excepted portion.

ALSO except any portion lying within the boundaries of the right of way of the Atchison, Topeka and Santa Fe Reilroad Company.

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### SCHEDULE B

Defects, liens, encumbrances and other matters to which said land is subject in the order of priority shown:

- Taxes for the fiscal year 1931-32, now a lien, not yet due or payable.
- 2. A right of way for poles over property hereinbefore described, as granted by the deed from Hrs. Arabella Davies to the Southern California Edison Company, recorded in Book 495, of Deeds, page .264, records of said County, to which record reference is hereby made for further particulars.

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#### EXCEPTIONS

The Company does not, by this Policy, insure against:

THE RESERVE THE PROPERTY OF THE PARTY OF THE

- 1. Any facts which a correct survey and inspection of said land would show;
  of parties in possession of any part of said land, easements, liens or encumbrances which are not shown by the official records of (a) any County in which said land is situated; (b) any City in which, or adjacent to which, said land is located; (c) any local district having jurisdiction over said land which is empowered by law to levy or impose direct assessments or liens thereon; (d) the Federal Others at Los Angeles.
- 2. Assessments, taxes or obligations levied or created for any public or district improvement or purpose, unless at the date bereof the amount of such assessment, tax or obligation has been fixed, is payable and is shown as a lien by the official records of such County, City or local district.
- 3. Proceedings for any public improvement or purpose, which, at the date hereof, are shown by the official records of such County, City or district, but have not resulted in imposition of a lien upon, or establishment of an easement over, or adjudication of the right to a public use of, said land or any part thereof.
- 4. Action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

#### CONDITIONS

- 1. The term "the Insured" includes all named as insured on the first page of this Policy and as to each insured owner of an indebtedness secured by mortgage or deed of trust shown in Schedule B, each successor in ownership of such indebtedness and any owner thereof, who acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof; and as to each other named Insured, if a person, any person or corporation deriving an estate or interest in said land as heir or devisee of such person, or if a corporation, any person or corporation deriving an estate or interest in said land by dissolution, merger or consolidation.
- 2. The Company at its own cost shall defend the Insured in all actions or proceedings commenced against the Insured founded upon a defect, lien or encumbrance insured against by this Policy and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, such Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against or any such adverse claim which shall come to the knowledge of such Insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each Insured having such notice in regard to the subject of such action, proceeding or claim shall cease and terminate, provided, however, that failure to so notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.
- 3. The Company reserves the option to pay, settle or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy together with all costs which the Company is obligated hereunder to pay shall terminate all liability of the Company hereunder.
- 4. Whenever the Company shall have settled a claim under this Policy, it shall be subrogated to and be entitled to all rights, securities and remedies which the Insured would have had against any person or property in respect to such claim, had this Policy permit it to use the name of the Insured for the recovery, retention or defense thereof. If the payment does not cover the loss to the amount of said loss.
- 5. The Company has the right and option, in case any loss is claimed under this Policy by an Insured owner of an indebtedness secured by mortgage or deed of trust, to pay such Insured the entire indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payment shall terminate all liability under this Policy to such Insured.
- 6. A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained until after full compliance by the Insured with all the conditions imposed on the Insured by this Policy nor unless commenced within twelve months after receipt by the Company of such written statement.
- 7. The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and in litigation carried on by the Insured with the written authorization of the Company but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof or resulting in no pecuniary loss to the Insured, or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured claiming such loss or damage either at the date of this Policy or at the date such Insured claimant acquired an estate or interest insured by this Policy. The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured costs which the Company is obligated hereunder to pay and in no case shall such total liability exceed the amount of this Policy and said costs. All payments under this Policy shall reduce the amount of the insurance pro tanto and payment of loss or damage to an Insured owner of indebtedness shall reduce to that extent the liability of the Company to the Insured owner of said land. No payment can be demanded by any Insured without producing this Policy for indorsement of such payment.
- 8. Loss under this Policy shall be payable, first, to any Insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in the order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, or if there be no such Insured owner of indebtedness, any loss shall be payable to the other Insured, ratably as their respective interests may appear.
- 9. No provision or condition of this Policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary or an Assistant Secretary of the Company.

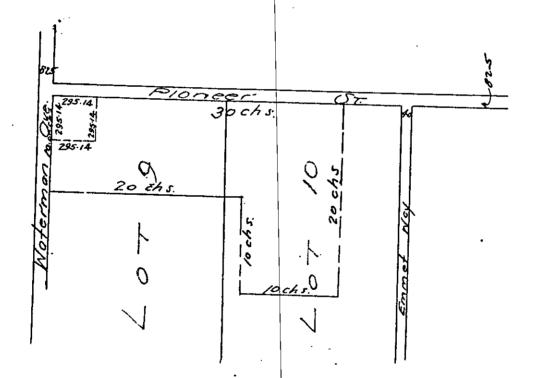
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8.C.B.T.U. No. 1.4

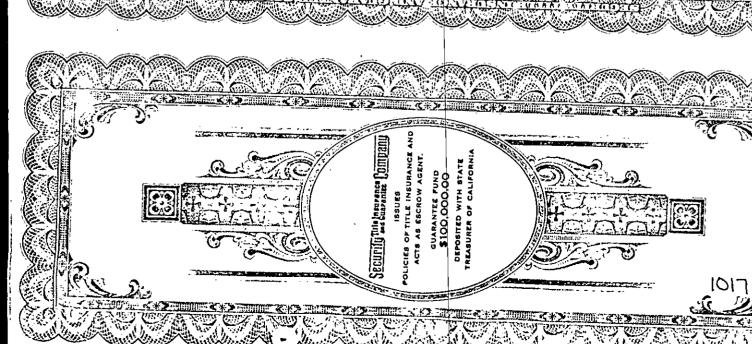
Showing Property Under Search
As per plat recorded in Book 7
page 2 of Maps
Son Bernardino County
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(3)



This plat is inserted as a matter of information only, and while the same is compiled from information which we believe to be correct, no liability is assumed by this Company as to the correctness of said information.

Security Tille Insurance and Sustantos Company



## POLICY OF THE LEG INSURANGE

Property in name of City of Riversic

Portion of Lots 9 and 10, Block 72, Rancho San Bernardino -

"C. W. RAUB TRACT"



# Secuments Insurance Guarantee Germoantee

480 COURT STREET SAN BERNARDINO, CALIF.

UNDER DIRECT BUPERVISION OF THE STATE INSURANCE COMMISSIONER CAPITAL AND SURPLUS OVER \$2,000,000.00

Security Title Insurance and Guarantes Company

POLICIES OF TITLE INSURANCE AND TRANSACTS A GENERA TITLE BUSINESS IN NINETEEN COUNTIES OF CALIFOR.

NIA. THE COMPANY ALSO RENDERS A COMPLETE AND COMPREHENSIVE ESCROW
SERVICE ON PROPERTY ANYWHERE.

ORDERS FOR EITHER BERNICE MAY BE PLACED THROUGH ANY OF ITS OFFICES
Amador County Security Title Insurance and Guzzanice Co

Calaveras County

Security Title Insurance and Guarantee Californ

Fresno County

Fresno Gaurantee Californ

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Merced County

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Riverside County

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San Bernardino County

San Joaquin County

San Luis Obispo County

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Santa Barbara County

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Secupity Wile Insurance and Guarantee Company



#### **EXCEPTIONS**

The Company does not, by this Policy, insure against:

- 1. Any facts which a correct survey and inspection of said and would show; water rights; mining claims; rights or claims of parties in possession of any part of said land, easements, liens or encumbrances which are not shown by the official records of
- (a) the County of Riverside; (b) the City of Riverside

; (c) the Federal Offices at Los Angeles.

- 2. Assessments, taxes or obligations levied or created for any public or district improvement or purpose, unless at the date hereof the amount of such assessment, tax or obligation has been fixed, is payable and is shown as a lien by the official records of
- (a) the County of Riverside; or (b) the City of Riverside
- 3. Proceedings for municipal improvement, which, at the date hereof, are shown by the official records of the City of

Riverside, but have not resulted in imposition of adjudication of the right to a public use of, said land or any part thereof. , but have not resulted in imposition of a lien upon, or establishment of an easement over, or

Action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

#### CONDITIONS

- 1. The term "the Insured" includes all named as insured on the first page of this Policy and as to each insured owner of an indebtedness secured by mortgage or deed of trust shown in Schedule B, each successor in ownership of such indebtedness and any owner thereof, who acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof; and as to each other named Insured, if a person, any person or corporation deriving an estate or interest in said land as heir or devisee of such person, or if a corporation, any person or corporation deriving an estate or interest in said land by dissolution merger or consolidation. interest in said land by dissolution, merger or consolidation.
- 2. The Company at its own cost shall defend the Insured in all actions or proceedings commenced against the Insured founded upon a defect, lien or encumbrance insured against by this in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, such Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against or any such adverse claim which shall come to the knowledge of such Insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each Insured having such notice in regard to the subject of such action, proceeding or claim shall cease and terminate, provided, however, that failure to so notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.
- 3. The Company reserves the option to pay, settle or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy together with all costs which the Company is obligated hereunder to pay shall terminate all liability of the Company hereunder.
- 4. Whenever the Company shall have settled a claim under this Policy, it shall be subrogated to and be entitled to all rights, securities and remedies which the Insured would have had against any person or property in respect to such claim, had this Policy not been issued, and the Insured shall transfer or cause to be transferred to the Company such rights, securities and remedies, and permit it to use the name of the Insured for the recovery, retention or defense thereof. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights, securities and remedies in the proportion which said payment bears to the amount of said loss.
- 5. The Company has the right and option, in case any loss is claimed under this Policy by an Insured owner of an indebtedness secured by mortgage or deed of trust, to pay such Insured the entire indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payments chall terminate all liability under this Policy to such Insured.
- 6. A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained until after full compliance by the Insured with all the conditions imposed on the Insured by this Policy nor unless commenced within twelve months after receipt by the Company of such written statement.
- 7. The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and in litigation carried on by the Insured with the written authorization of the Company but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof or resulting in no pecuniary loss to the Insured, or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured claiming such loss or damage either at the date of this Policy or at the date such Insured claimant acquired an estate or interest insured by this Policy. The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured and costs which the Company is obligated hereunder to pay and in no case shall such total liability exceed the amount of this Policy and said costs. All payments under this Policy shall reduce the amount of the insurance pro tanto and payment of loss or damage to an Insured owner of indebtedness shall reduce to that extent the liability of the Company to the Insured owner of said land. No payment can be demanded by any Insured without producing this Policy for indorsement of such payment.
- 8. Loss under this Policy shall be payable, first, to any Insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in the order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, or if there be no such Insured owner of indebtedness, any loss shall be payable to the other Insured, ratably as their respective interests may appear.
- 9. No provision or condition of this Policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary or an Assistant Secretary of the Company.

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of Policy

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